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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X)	
)	
In re)	
)	
LEHMAN BROTHERS HOLDINGS INC.,)	Case No. 08-13555 (SCC)
)	
)	(Jointly Administered)
Debtor.)	
-----X		

**DESIGNATION OF RECORD, STATEMENT OF ISSUES,
AND CERTIFICATE REGARDING TRANSCRIPTS PURSUANT
TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 8009**

Pursuant to Federal Rule of Bankruptcy Procedure 8009, notice is hereby given that Shinhan Bank ("Shinhan"), by and through its undersigned counsel, hereby designates the issues and record presented on appeal and files this certificate regarding transcripts in connection with its Notice of Appeal, dated April 11, 2017 [Dkt. No. 55158], from the *Order Granting Motion Pursuant to the Amended SPV ADR Order and Section 105(a) of the Bankruptcy Code to (I)*

Enforce Settlement and Release Agreement and (II) Grant Attorneys' and Mediator's Fees and Costs, entered herein on March 29, 2017 [Dkt. No. 55126] (the "Order"), which granted the Motion to the extent set forth in the decision of the Court read into the record at the hearing held on March 21, 2017, a transcript of which is attached as Exhibit A to the Order and is incorporated therein by reference.

The below designations include all documents referenced by the particular document number, including, without limitation, all exhibits and attachments thereto. Shinhan reserves the right to designate additional items for inclusion in the record.

I. DESIGNATION OF ITEMS FOR RECORD ON APPEAL

<u>Designation No.</u>	<u>Filing Date</u>	<u>Docket No.</u>	<u>Description</u>
1	7/8/12	29507	Amended Order Providing for Alternative Dispute Resolution Procedures for Affirmative Claims of the Debtors Under Derivatives Transactions with Special Purpose Vehicle Counterparties
2	1/30/17	54675	Motion Pursuant to the Amended SPV ADR Order and Section 105(a) of the Bankruptcy Code to (I) Enforce Settlement and Release Agreement and (II) Grant Attorneys' and Mediator's Fees and Costs
3	1/31/17	54677	Revised So Ordered Stipulation re: LBSF & Shinhan Bank Signed on 1/31/2017
4	2/17/17	54817	Memorandum of Law in Opposition to Lehman Brothers Special Financing Inc.'s Motion to (I) Enforce an Allegedly Binding Settlement Between LBSF and Shinhan; and (ii) Grant LBSF Attorneys' Fees and Certain Other Fees and Costs

<u>Designation No.</u>	<u>Filing Date</u>	<u>Docket No.</u>	<u>Description</u>
5	3/2/17	55011	Plan Administrator's Reply in Support of Motion Pursuant to the Amended SPV ADR Order and Section 105(a) of the Bankruptcy Code to (I) Enforce Settlement and Release Agreement and (II) Grant Attorneys' and Mediator's Fees and Costs
6	3/29/17	55126	Order Granting Motion Pursuant to the Amended SPV ADR Order and Section 105(a) of the Bankruptcy Code to (I) Enforce Settlement and Release Agreement and (II) Grant Attorneys' and Mediator's Fees and Costs
7	3/29/17	55126-1	Exhibit A to Order: Transcript of hearing held on March 21, 2017
8	4/12/17	55163	Agreed Order Approving Supersedeas Bond in Connection With Order Granting Motion Pursuant to the Amended SPV ADR Order and Section 105(a) of the Bankruptcy Code to (I) Enforce Settlement and Release Agreement and (II) Grant Attorneys' and Mediator's Fees and Costs

II. STATEMENT OF ISSUES ON APPEAL

1. Whether the Bankruptcy Court erred in ruling that Shinhan and Lehman Brothers Special Financing Inc. ("LBSF") entered into a binding and enforceable settlement agreement on April 20, 2016 when they accepted the Mediator's¹ proposal as to the Settlement Amount but had not agreed on, or even discussed, other material and necessary terms of a settlement, including the timing and manner of the settlement payment, the parties to the settlement agreement, the scope of mutual releases, conditions for effectiveness of the settlement, choice of law, and confidentiality.

2. Whether the Bankruptcy Court erred in ruling that a written agreement specifying all of the terms and conditions of a settlement (the "Release Agreement"), which Shinhan never

¹ Capitalized terms not defined herein shall retain the meaning ascribed to them in the Motion [Dkt. No. 54675].

signed and which explicitly provided that it would become effective only when executed by all three parties to the agreement (Shinhan, LBSF and Lehman Brothers Holdings Inc., in its capacity as credit support provider of LBSF), is binding on and enforceable against Shinhan.

3. Whether the Bankruptcy Court erred in ruling that the acceptance of the Settlement Amount on April 20, 2016 and the Release Agreement were two separate and distinctly enforceable agreements between Shinhan and LBSF, rather than a single settlement which the parties anticipated would be embodied in a final, signed agreement.

III. CERTIFICATE REGARDING TRANSCRIPTS

The transcript of the oral argument before the Bankruptcy Court is included in the above designation of the appeal record. Therefore, pursuant to Rule 8009(b)(1)(B) of the Federal Rules of Bankruptcy Procedure, Appellant hereby files this certificate stating that Appellant is not ordering any transcripts.

Dated: April 25, 2017
New York, NY

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